

CONTRACT NNL05AA02B

(NASA Integrated Learning & Development Program)

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- The Firm Fixed Price CLIN (X001) figures in the “Unit Price” and “Total Amount” figures in Clause B.1, Supplies and Services to be Furnished
- All contractor labor rate and category information, including the Fully-Loaded labor rates table in the “Schedule of Rates for Pricing Task Orders under CLIN X002 clause
- The figures in the “Firm-Fixed Price (1852.216-78)” tables for base period through Option Year 4
- The “Total FFP Work (CLIN X001)” figures in the “Options” clause
- Information identifying specific contractor personnel

The deleted material is exempt from disclosure under 14C.F.R.1206.300(b)(4), which covers trade secrets, and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F2d765 (D.C. Cir. 1974).

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING C9	PAGE 1 OF 51
2. CONTRACT NO. NNL05AA02B		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		6. ADMINISTERED BY (If other than Item 5) National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) ASRC-Management Services 6303 Ivy Lane, Suite 800 Greenbelt, MD 20770-6356		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN
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CODE: 1LKS9	FACILITY CODE	IN: ITEM 12
11. SHIP TO/MARK FOR NASA Langley Research Center Attn: Rich Cannella, MS 126 Hampton, VA 23681-2199	12. PAYMENT WILL BE MADE BY Financial Management Division NASA Langley Research Center Hampton, VA 23681-2199	

13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA PR: 4200107539 \$1,448,969 Complete
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Program Operations Support	12	Ms		(See Section B) Not Separately Priced Min: \$100,000
0002	Task Order Support	1	Job		
0003	Cost Reimbursable Travel	1	Job		
0004	Miscellaneous Services/Supplies	1	Job		
0005	Data and Documentation				
15G. TOTAL AMOUNT OF CONTRACT >					Max: \$49,000,000

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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	23-29	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	N/A
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	30-40	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	N/A

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER (Type or print) C. Tom Weih	
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	20C. DATE SIGNED

PART I - THE SCHEDULE
SECTION B

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (LaRC 52.211-90) (MAY 1999)

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements delineated in Part I, Section C, Statement of Work.

BASIC CONTRACT PERIOD OF PERFORMANCE (1 SEPTEMBER 2005 THROUGH 31 AUGUST 2006)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	PROGRAM OPERATIONS SUPPORT - The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the NASA Integrated Learning and Development Program (ILDLP) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	12	Ms		
0002	TASK ORDER SUPPORT - Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$ 6,598,008</u> MAXIMUM VALUE (Over life of contract)
0003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$ 700,000</u> (Not-To-Exceed)
0004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
0005	DATA AND DOCUMENTATION - The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I - THE SCHEDULE
SECTION B

OPTION 1 PERIOD OF PERFORMANCE (1 SEPTEMBER 2006 THROUGH 31 AUGUST 2007)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	PROGRAM OPERATIONS SUPPORT - The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the Integrated Learning and Development Program (ILDP) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	12	Ms		
1002	TASK ORDER SUPPORT - Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$ 6,693,776</u> MAXIMUM VALUE (Over life of contract)
1003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
1004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
1005	DATA AND DOCUMENTATION - The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I - THE SCHEDULE
SECTION B

OPTION 2 PERIOD OF PERFORMANCE (1 SEPTEMBER 2007 THROUGH 31 AUGUST 2008)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	PROGRAM OPERATIONS SUPPORT - The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the Integrated Learning and Development Program (ILDP) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	12	Ms		
2002	TASK ORDER SUPPORT - Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$ 6,820,708</u> MAXIMUM VALUE (Over life of contract)
2003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
2004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
2005	DATA AND DOCUMENTATION - The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I – THE SCHEDULE
SECTION B

OPTION 3 PERIOD OF PERFORMANCE (1 SEPTEMBER 2008 THROUGH 31 AUGUST 2009)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	PROGRAM OPERATIONS SUPPORT – The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the Integrated Learning and Development Program (ILDLP) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	12	Ms		
3002	TASK ORDER SUPPORT – Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$ 6,958,164</u> MAXIMUM VALUE (Over life of contract)
3003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
3004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
3005	DATA AND DOCUMENTATION – The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

PART I - THE SCHEDULE
SECTION B

OPTION 4 PERIOD OF PERFORMANCE (1 SEPTEMBER 2009 THROUGH 31 AUGUST 2010)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	PROGRAM OPERATIONS SUPPORT - The Contractor shall furnish all personnel, material, facilities, and other items necessary to perform the Integrated Learning and Development Program (ILDLP) as described in the Statement of Work Section 3.0. This includes all costs in support of the reimbursable Contract Line Items Numbers (CLINs) (Firm-Fixed Price)	12	Ms		
4002	TASK ORDER SUPPORT - Services required on a Indefinite Delivery, Indefinite Quantify (IDIQ) basis ordered in accordance with Statement of Work paragraph 4 and not otherwise included in the FFP portion of the contract. (See contract clause B.5 for Minimum and Maximum Values)	1	Job	Cost-Plus Fixed Fee	<u>\$ 7,089,392</u> MAXIMUM VALUE (Over life of contract)
4003	COST REIMBURSABLE TRAVEL - Contractor required travel within the general scope of the contract and above the basic operations support required under the contract. The contractor shall obtain the COTR's approval before traveling under this CLIN. (Cost will be REIMBURSABLE with no fee and paid in accordance with the Federal Travel Regulation)	1	Job	Cost, No Fee	<u>\$700,000</u> (Not-To-Exceed)
4004	MISCELLANEOUS SERVICES/SUPPLIES The Contractor shall furnish Materials, Equipment, Software, Leases, and Rentals and other items, except as otherwise specified to be provided under CLIN X001, to perform all effort described in the Statement of Work. (Cost will be REIMBURSABLE with no fee)		Job	Cost, No Fee	<u>\$300,000</u> (Not-To-Exceed)
4005	DATA AND DOCUMENTATION - The contractor shall furnish all data and deliverables in support of this contract in such quantities as required by Contract Section D and J.	1	Job	Not-Separately Priced	Not-Separately Priced

B.2 NUMBERING OF CONTRACT LINE ITEMS NUMBERS (CLINs)

Contract Line Item Numbers (CLINs) change in the 1st digit for each contract period (base period plus four options). For example, the base period CLIN for Program Operations Support is 0001, Option Period 1 is 1001, Option Period 2 is 2001, and so on. Instead of repeating a whole series of numbers throughout the contract, the Government will refer to certain CLINs with an "X" as the first digit. For example, when the Government refers to "Reimbursable Travel", we will simply refer to CLIN X003.

B.3 CLIN PRICING

(a) CLIN X001 (Firm Fixed Price-Program Operations Support): For the CLINs under X001, list a fixed price monthly amount to perform services in accordance with the ILDP Statement of Work (SOW), then multiply by 12 months to derive the total amount. The Government reserves the right to order less than 12 months or one year of services for the fixed price CLINs. If less than 12 months is awarded, the price will be reduced by 1/12th for each month of service not awarded. The contractor's total amount for CLIN X001 will include support of the estimated amount of all reimbursable CLINs. Any change to the Firm Fixed Price amount may result in a corresponding increase or decrease to the maximum value of reimbursable CLINs (X002 - X004) to stay within the maximum value of the contract of \$49,000,000.

(b) CLIN X002 (Task Order Support): Task Orders placed in accordance with the contract terms will be separately priced and ordered in accordance with contract clauses B.9 and H.19. The Minimum value of \$100,000 and Maximum Value of \$ 34,160,096 are for the entire life of the contract (base period plus all options exercised). Task Orders will be priced in accordance with the in accordance with the rate schedule identified in Paragraph B.9 entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".

(c) CLINs X003 through X004 (Reimbursables): Reimbursable CLINs will be reimbursed at actual cost, without fee. As such, all profit/fee should be proposed under the basic work for the fixed price CLINs.

NOTE: The government has provided estimates for the Cost Reimbursable CLINs X003 and X004. The estimates are provided to give the contractor a reasonable expectation of what expect each reimbursable effort to be. The "Not-To-Exceed" amounts are based on past experience, provided as a ceiling, and will be funded incrementally. The contractor shall not be reimbursed in excess of these amounts and the amount obligated for each CLIN is subject to the Limitation of Funds clause (FAR 52.232-22). Unless a CLIN or a requirement in the SOW specifically states that it is Cost Reimbursable, it shall be fixed price under CLIN X001.

B.4 FIRM-FIXED PRICE (1852.216-78) (DEC 1988) (CLIN X001)

The total firm-fixed price (FFP) of this contract is:

	TOTAL FFP AMOUNT (CLIN X001)
Base Period	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
Total FFP	\$9,839,952

The Total FFP amount is the base period amount plus any options exercised during the life of the contract.

THE FOLLOWING CLAUSES APPLY TO THE COST REIMBURSABLE CLINs X002 – X004

B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (Applies to CLIN X002)

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$100,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$34,160,048 for the 5-year period of performance

B.6 ESTIMATED COST AND FIXED FEE (NASA 1852.216-74) (DEC 1991)(Applies to CLIN X002)

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to Part I, Section H, clause entitled "Task Ordering Procedure."

B.7 CONTRACT FUNDING (NFS 1852.232-81) (Applies to CLIN X002)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in each Task Order. This allotment covers the following estimated period of performance as set forth in Task Orders issued by the Contracting Officer.

(b) An additional amount is obligated under each Task Order for payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

B.8 ESTIMATED COST (NASA 1852.216-81) (DEC 1988) (Applies to CLINs X003 & X004)

The total estimated cost for complete performance of this CLINs X003 and X004 is the amount listed in The Schedule. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

B.9 SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002

(a) The following is a list of labor categories and their associated Fully-Loaded Hourly Labor Rates anticipated to be required in performance of task orders issued in accordance with the contract. As there will be no management or administrative task order issued, the Fully-Loaded Hourly Labor Rates shall include all costs both indirect and direct, **excluding fee**. These rates are to be used by the Contractor for establishing the estimated value for each individual task order issued.

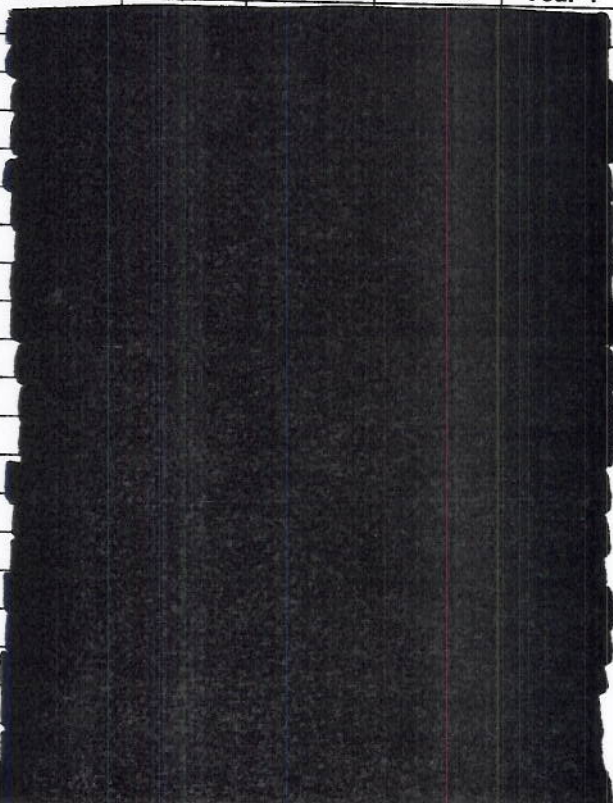
Note: "Fully Loaded Hourly Labor Rate" includes salary plus an allocation of costs for overhead, general and administrative (G&A), escalation for option years, and any other direct and indirect costs in accordance with the Contractor's established accounting procedures. Examples of other costs include, but are not limited to, leave, fringe benefits, management, administration, purchasing, facility expense. For the purpose of this schedule of rates for this contract, the "Fully-Loaded Hourly Labor Rates" shall not include profit or fee as fee will be negotiated for each task order.

(b) The Government will issue cost-plus-fixed-fee task orders using the Fully-Loaded Labor Rates (excluding fee) for the appropriate labor category(ies) multiplied by the number of labor hours negotiated. The Contractor may propose subcontracting costs, materials, travel and other items and services to be included on individual task orders, if needed and determined reasonable, in direct support of the task. All proposed costs must be supported in writing and will be evaluated for reasonableness by the Government.

(c) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the fully-loaded labor rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

(d) The Contractor may incur costs under CLIN X002 only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(e) On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate and receive the approval of the Contracting Officer.

	Unit	Fully-Loaded Labor Rates				
		Base Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager	Hour					
Deputy Program Manager	Hour					
Project Manager	Hour					
Curriculum Manager	Hour					
Analyst	Hour					
Technical Editor	Hour					
Course Manager PEM/PSM	Hour					
Course Manager PGM/IPM	Hour					
Course Manager SEM	Hour					
Intern	Hour					
Academic Instructor	Hour					
Sr. Training Specialist	Hour					
Admin Assistant I	Hour					
Admin Assistant II	Hour					
Admin Assistant III	Hour					
Meeting/Event Planner	Hour					
Sr. Software Engineer	Hour					
Sr. Midrange Programmer	Hour					
R&D Associate-Specialist	Hour					
Sr. Business Systems Analyst	Hour					
Change Management Specialist	Hour					

B.10 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)
(Applies to CLIN X001)

LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MARCH 1989)

(a) Of the total price of item X001 the sum of \$TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
November 30,2005	\$TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until June 2006.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these

funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(c) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**PART I – SECTION C
STATEMENT OF WORK (SOW)**

**NASA INTEGRATED LEARNING AND DEVELOPMENT PROGRAM (ILDP)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES**

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role is to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP).

ILDP is a research-based organization that serves the PPM and Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. The ILDP supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every level of development. The program continuously evolves to ensure that the programs reflect the best practices of NASA, industry, academia, and government.

ILDP enables career development through services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class PPM and Engineering practitioners in advance of agency need. ILDP focuses on addressing identified learning needs of practitioners, leveraging relations with the “best of the best” practitioners, creating measurable efficiency thereby contributing significantly to the work force’s effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: <http://appl.nasa.gov/about/overview/index.html>

Knowledge Sharing Web Link: <http://appl.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link: <http://appl.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://appl.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

2.0 SCOPE OF WORK

The ILDP currently has five business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, (4) Research and Development, and (5) Integration. Management and operations (M&O) activities are included in each business line. The scope of this contract will include support of the Knowledge Sharing (KS) and Career Development (CD) business units. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine and support of the M&O activities. The scope of this contract will continually evolve in response to revisions made to agency priorities.

In response to the Agency's merger of APPL and NET, the Government anticipates that certain aspects previously executed within NET will be accomplished under this contract. The NET requirements are not currently part of the fixed-price portion of the contract. If the Government decides to incorporate the engineer-related career development and knowledge sharing requirements of NET, it will be accomplished either through a SOW change in accordance the "Changes Clause" or through the issuance of a task order.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms and issued on a Cost-Plus-Fixed Fee (CPFF) Basis.

The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those ILDP CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.2 Design and develop course core curriculum including the staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose, and program objectives.

3.1.3 Conduct curriculum/career development meetings (3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, ILDP management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other ILDP team members engaged in ILDP CD activities. The purposes of the meetings are to review the elements (competencies, experiences, and qualifications/certification criteria) of the Program/Project Management Development Process (PMDP) process and accuracy and currency of ILDP learning products as it relates to NASA policy and standards.

3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices and to provide outreach to share ILDP's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/ research organizations, contractors, non-contractor partners and other interested parties.

3.1.5 Participate in and develop presentations on ILDP CD and KS activities for relevant conferences/forums for professional or research organizations, as well as ILDP domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.6 Integrate CD and KS processes, practices, products and services with NASA and non-NASA educational offerings (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the Program/Project Management Development process.

3.1.7 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of ILDP services to the PPM community.

3.1.8 Assist the government in the definition, collection, publication and assessment of metrics intended to ensure relevance and efficient utilization of public funds.

3.1.9 Assist the government in the execution of a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the ILDP charter.

3.2 Project Management Development Process (PMDP) Services – The contractor shall engage NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend the PMDP and its online version. The contractor shall perform the following requirements:

3.2.1 Develop and maintain, in a form acceptable to the government, a Competency Matrix, describing core PPM competencies integral to successfully managing a NASA program or project;

3.2.2 Document, in a form acceptable to the government, a career development roadmap that identifies competency levels, success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion;

3.2.3 Maintain an interactive, ongoing academic curriculum of PPM courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form.

3.2.4 Design and develop the core curriculum for ILDP including staffing with qualified teaching professionals, course objectives, requirements, training plans, purpose and program objectives.

3.2.5 Develop and maintain a listing, known as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Owners (PO's) and Subject Matter Experts (SME's).

3.2.6 Assist PO's and SME's to define, review, revise and validate at least 10 PMDP competencies per year. Implement a government-approved process to recognize the contributions of NASA PO's and SME's.

3.2.7 Provide Agency-wide PMDP services for NASA Centers as follows:

3.2.7.1 Maintain and extend e-PMDP, an online application, to enable PM's to access PMDP information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.

3.2.7.2 Work with NASA/ILDP PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for PMDP voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product.

3.2.7.3 Assist PMDP Center Points of Contact to plan and implement PMDP programs and processes.

3.2.7.4 Develop Customized PMDP Guides building on the recently completed MSFC PMDP Guide 4.0.

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, simulations, case studies, process maps, classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build PPM expertise.

3.3.1 Design and implement within the agency's PPM community a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services continually evolve during the life of the contract.

Mandatory Services:

- Project Element Management Course
- Project System Course
- International Project Management Course
- System Engineering Management Course
- Program Management Course
- Continuous Risk Management Program

Non-mandatory Services:

- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Bi-annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with PPM individual and team learning needs/competencies.

3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Programs and Projects, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned PPM learning activities, tools and other resources to increase PPM proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to PPM learning activity designs across topics and media (e.g., courses, learning tools, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored PMDP courses. This includes, but is not limited to, (1) identifying and selecting instructors; (2) work with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) provide instructor orientation and materials, (4) evaluate instructors; and (5) track program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4.1 Identify and implement innovative ways to share knowledge to build PPM expertise;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Assist in the “Leaders as Teachers & Mentors” (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for PMDP for collaborative work. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at:
http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. More information regarding this program can be found at: <http://pmchallenge.gsfc.nasa.gov/>

3.4.6 Broaden the scope, applicability, and functionality of KS products and services to the PPM community to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA’s next generation of program and project managers, as well as program and project team members. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the program/project community to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the program/project community.

3.5.6 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.

3.5.7 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via ILDP CD and KS efforts.

3.5.8 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for project management collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Conduct 2 sessions of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at: <http://appl.nasa.gov/businessunits/knowledge/programs/>

3.7 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance ILDP's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

3.7.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices;

3.7.2 The cost of providing each service to the designated population(s);

3.7.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

3.7.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

3.7.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

3.7.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by the ILDP);

3.7.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of ILDP. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

4.0 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA's ILDP and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency's new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet it's PPM, Learning, and Training requirements.

4.2 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment teams. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the ILDP Database and other databases that are implemented over the life of this contract. The ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for ILDP documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: ILDP Website support includes developing and maintaining the ILDP content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

None included by reference.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
*52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
		*Applies to reimbursable CLIN X002

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

None included by reference.

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NASA 1852.246-71) (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to monitor performance in accordance with the Quality Assurance Surveillance Plan

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER (APR 1984)
*52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984) * Applies to reimbursable CLIN X002
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

None included by reference.

F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period of performance of this contract shall be:

	Period of Performance
Base Period	1 September 2005 through 31 August 2006
Option Year 1	1 September 2006 through 31 August 2007
Option Year 2	1 September 2007 through 31 August 2008
Option Year 3	1 September 2008 through 31 August 2009
Option Year 4	1 September 2009 through 31 August 2010

The total period of performance will include the basic contract period plus any options exercised in accordance with the contract terms during the life of the contract.

F.3 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be at the contractor's facility, NASA Centers, and other locations as required in performance of this contract.

F.4 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002)

Delivery shall be f.o.b. destination:

NASA Langley Research Center, Mail Stop [Insert COTR Mail Stop], Hampton, VA 23681-2199, or as specified in each task order

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
*1852.216-75	DEC 1988	PAYMENT OF FIXED FEE *Applies to reimbursable CLIN X002
*1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING * Applies to reimbursable CLINs X002, X003, & X004
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
1852.245-75	MAR 1989	TITLE TO EQUIPMENT

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Langley Research Center
MS 175/ Accounts Payable
Hampton VA 23681

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph

(d), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

DCAA-Columbia Branch Office	Kathleen Chuhran, Supervisory Auditor
10025 Governor Warfield Pkwy.	Telephone: (410) 964-2060
One Mall North, Suite 200	Facsimile: (410) 997-3237
Columbia, MD 21044	E-Mail: dcaa-fao6311@dcaa.mil

(2) Three copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer or Contract Specialist
- (ii) Copy 2 Auditor, if applicable
- (iii) Copy 3 Contractor

(3) The Contracting Officer may designate other recipients as required.

(e)(1) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Langley Research Center
MS 175/ Accounts Payable
Hampton VA 23681

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(2) Fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer. The following formulas are provided as a convenience for calculating the interim fee provided the formulas produce a reasonable percentage as compared to completion of work. You should show both formulas on your fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not consistent with the completion of work, the fee formula will be adjusted, or another methodology that results in comparative fee billing agree upon.

(#) Cost Incurred to Date

Contract Estimated Cost = ____%

(#) Months of Performance Expended to Date

Contract Period of Performance (Months) = ____%

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

**G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND
PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative Mail Stop: [Insert Mail Stop #] NASA Langley Research Center Hampton, VA 23681-2199	Patent Representative Mail Stop: [Insert Mail Stop #] NASA Langley Research Center Hampton, VA 23681-2199
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(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action

as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

User responsibilities in accordance with NASA Handbook NPR 4200.1E, NASA Equipment Management Manual.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. Contract CLIN 0004 provides for the contractor to acquire property, materials, equipment, or software title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.6 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

ATTN: Susan Tillman
Industrial Property Office
Mail Stop 377
Hampton, VA 23681-2199

(unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.)

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust

them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

G.7 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation- Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available at The Management Education Center (MEC), Bldg. E-104 Wallops Flight Facility Wallops Island, VA 23337. The Government retains accountability for this property under the clause at 1852.245-71, Installation- Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: The Management Education Center (MEC), Bldg. E-104 Wallops Flight Facility Wallops Island, VA 23337, other locations as designated by the COTR, or as designated under task orders issued in accordance with CLIN X002.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation- Accountable Government Property.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-72	APR 2002	SAFETY AND HEALTH (SHORT FORM)
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

H.2 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration - 8(a) Business Development Office
Attn: Business Opportunity Specialist, Janet I. Johnson
Anchorage District Office
510 L. Street, Suite 310, Anchorage, AK 99501-1952

SBA NOTIFICATION NUMBER
1084-05-500631

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or

control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

H.3 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

H.4 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer

reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

CONTRACTOR FILL IN KEY PERSONNEL AND/OR FACILITIES

[REDACTED]

(End Of Clause)

**H.5 UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES
(LaRC 52.204-102) (OCT 2004)**

Visits by U.S. citizen contractor employees that are expected to exceed 90 days will require the employee to undergo a Background Investigation. These Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a NASA NAC is approximately 60 days.

**H.6 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS
INFORMATION (CBI) (LaRC 52.204-104) (JAN 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

H.7 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (OCT 2004)

a. Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2A and LMS-CP-4850-- "Non- U.S. Citizen(s)/Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

b. Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non- U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

H.8 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (APR 2002)

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be

returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

C. Employee Outprocessing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

H.9 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (NOV 2002)

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

H.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

H.11 OPTIONS (LaRC 52.217-95) (APR 2002)

Pursuant to the clause entitled "Option to Extend the Term of the Contract (Mar 2000)," the Contractor hereby grants to the Government options to extend the term of the contract for 4 additional periods of 12 months each. Such option(s) are to be exercisable by issuance of a unilateral modification. Upon exercise of such option(s) by the Government, the following items will be increased by the amount specified below for each option period.

	Option 1	Option 2	Option 3	Option 4
Item	Year 2	Year 3	Year 4	Year 5
Total FFP Work (CLIN X001)				
Total IDIQ Work (CLIN X002)	\$6,693,788	\$6,820,720	\$6,958,176	\$7,089,392
Cost Reimbursable Travel (CLIN X003)	\$700,000	\$700,000	\$700,000	\$700,000
Cost Reimbursable (CLIN X004)	\$300,000	\$300,000	\$300,000	\$300,000
Period of Performance	See Contract Clause Section F entitled "Period of Performance (LaRC 52.211-91)"			

H.12 AVAILABILITY OF FUNDS – OPTIONS

The parties agree that the Government's exercise of any option under the contract may be contingent upon the availability of funds as expressed in the "Availability of Funds" clause 52.232-18.

H.13 OBSERVATION OF SAFETY STAND DOWN DAY BY CONTRACTOR EMPLOYEES (LaRC 52.223-92) (OCT 2004)

The Langley Research Center (LaRC) Safety Stand Down Day is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates all or a portion of a day as Safety Stand Down Day (or equivalent), the Contractor shall require all onsite employees to participate in all Safety Stand Down Day activities at LaRC. Normal work activities, with the exception of critical services (e.g., physical and computer security), will be suspended during the stand down.

H.14 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (LARC 1852.204-76) (NOV 2004)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide and maintain an IT Security Implementation Plan. This plan shall:

- (1) Identify the contract number and NASA organization supporting the work
- (2) Describe the nature of the work and the category of the information PUB, ADM, SER, BRT, or MSN as described in NPR 2810.1 (for access to this NPR:
http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_2810_0001_&page_name=main)
- (3) Provide a point of contact for IT security issues
- (4) Identify the IT resources (GFE or contractor-owned) that will be utilized by the contractor.
- (5) Describe the processes for ensuring that the computers will be administered in accordance with NPR 2810.1
- (6) Describe the process for ensuring that back-ups of contractor-owned IT resources are accomplished, as well as tested for disaster recovery.

(c) Within 30 days after contract award, the contractor shall submit for NASA approval an IT Security Implementation Plan. This plan must be in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1, Section 4.5; NPR 1600.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check

(NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(f) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.15 HANDLING OF DATA (LaRC 52.227-28) (MAY 2003)

(a) "DATA," as used in this clause, means recorded information, regardless of the form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, models, photographs, lab notebooks, diagrams, drawings, information subject to the Privacy Act, information of a scientific or technical nature, computer software and documentation thereof, and information of a commercial or financial nature.

(b) In the performance of this contract the Contractor will have access to, be furnished, generate, or use one or more of the following categories of DATA:

(1) DATA of third parties that the Government has agreed to handle under protective arrangements;

(2) Government DATA, the use and dissemination of which the Government intends to control or is required to control by law; or

(3) DATA that the Contractor will create or assist in creating under this contract that the Government has agreed to handle under protective arrangements or indicates that it intends to control.

(c) In order to protect the interests of the Government and the owners, licensors and licensees of such DATA, the Contractor agrees, with respect to any of the types of DATA identified in paragraph (b), above, that is either marked with a restrictive legend, specifically identified to the Contractor as DATA being generated and to be marked with a restrictive legend, or otherwise identified in writing by the Contracting Officer or his or her representative as being subject to this clause, to:

(1) Use, disclose, and reproduce such DATA only to the extent necessary to perform the work required under this contract;

(2) Allow access to such DATA only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such DATA by the Contractor's personnel outside of that portion of the Contractor's organization needed for the performance of the Contractor's duties under this contract; and

(4) Return or dispose of such DATA, as the Contracting Officer or his or her representative may direct when the DATA is no longer needed for contract performance.

(d) In the event that DATA includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor shall inform the Contracting Officer of such condition. Notwithstanding the ambiguous or unauthorized nature of such a legend, as long as the legend provides an indication that a restriction on the use or disclosure was intended, the Contractor shall treat such DATA pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Subject to the notice requirements in (f), below, the Contractor shall not be restricted in the use, disclosure, and reproduction of DATA that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor or its employees;

- (2) Is known to the Contractor at the time of disclosure; has been disclosed to the Contractor without restriction from the Government; or has been independently developed by the Contractor outside of the Contractor's activities under this contract;
- (3) Has become known to the Contractor without similar restrictions from a source other than the Government or any party having work performed under this contract, that source having the right to disclose such DATA; or
- (4) The Contractor is required to produce such DATA pursuant to a court order or similar Government action.
- (f) If the Contractor believes that any event or condition removes the restrictions on their use, disclosure, or reproduction of DATA, the Contractor shall promptly notify the Contracting Officer in writing of such belief before acting on such belief, and, in any event, shall give written notice to the Contracting Officer before unrestricted use, disclosure, or reproduction of such DATA.
- (g) Before the Contractor has access to DATA identified in paragraph (b), above, the Contractor shall provide the Contracting Officer an acceptable written plan by which it intends to assure that its personnel who have or might reasonably have access to any such DATA, will honor the Contractor's obligation to safeguard such DATA. Should the Contracting Officer consider the proposed plan inadequate, the Contractor will be advised of the inadequacy and the Contractor will provide a revised plan. The Contracting Officer may suspend work under this contract, at no cost to the Government, until such time as the written plan of the Contractor is considered acceptable to the Contracting Officer.
- (h) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(End of clause)

H.16 SPECIAL PROVISION - DATA

The Contractor is authorized to assert, or to authorize the assertion of, claim to copyright in any and all computer software or special works first developed, produced or compiled in performance of this contract as authorized by FAR Clause 52.227-14, as modified by NASA FAR Supplement Clause 1852.227-14 and/or FAR Clause 52.227-17, as modified by NASA FAR Supplement Clause 1852.227-17, as applicable. Having been granted permission to assert, or authorize the assertion of, claim to copyright in such computer software first developed or special works first produced or compiled in performance of this contract, the Contractor hereby agrees to assign, or obtain the assignment of, all right, title, and interest in any and all copyrights in computer software first developed or special works first produced or compiled in performance of this contract to the U.S. Government. For purposes of defining the rights in the computer software, computer software shall include source codes, object codes, executables, ancillary files, and documentation. For purposes of defining rights in special works, special works shall mean data (other than limited rights data or restricted computer software) produced or compiled for the Government's own use, or for which there is a specific need to limit the distribution or use of the data and/or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of such data. Examples of a contract for a "special work" are set forth in FAR 27.405(a).

H.17 PERIODIC PROGRESS MEETINGS

(a) The Contracting Officer's Technical Representative (COTR), the Contracting Officer (CO), ILDP Program Office and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings, the COTR and/or CO will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced.

(b) These meetings will be held more frequently during the first year of the contract and as needed to resolve program issues, but not less than annually thereafter. Progress meetings are anticipated to be held semi-annually at NASA Langley Research Center in Hampton, VA. The frequency of Progress Meetings may be reduced if so determined by the government.

H.18 REIMBURSABLE TRAVEL EXPENSES (CLIN X003)

Reimbursement under CLIN X003 will only be made for travel within the general scope of the contract, not covered elsewhere in the basic work of the contract and approved in advance by the Contracting Officer or COTR. Travel expenses will be reimbursed, with no fee, in accordance with the Federal Travel Regulation and CLIN X003,

H.19 TASK ORDER SUPPORT FOR WORK "OVER AND ABOVE" THE FIXED-PRICE PORTION OF THE CONTRACT

(a) Task Order support for "Over and Above Work" means additional work identified and ordered by the Government during the course of contract that is—

(i) Within the general scope of the contract; to include support of other NASA Centers, Federal Government Agencies, and other support agreements.

(ii) Not covered by CLIN X001 of this contract; and

(b) Task Orders will be initiated by the Government and issued in accordance with contract clause NFS 1852.216-80 entitled "TASK ORDERING PROCEDURE" and Section B clause entitled "SCHEDULE OF RATES FOR PRICING TASK ORDERS UNDER CLIN X002".

(c) Task Orders will be individually negotiated on a cost reimbursable and per diem and travel costs shall be included in accordance with contract clause H.18 entitled "Reimbursable Travel Expenses".

(d) Upon completion of the Task Order and prior to submission of the final invoice, the contractor shall submit a written Certificate of Completion to the Government Task Monitor (TM) certifying that all task requirements have been satisfactorily completed and no items or services are outstanding. The TM will review and forward the Certificate of Completion to the CO and COTR.

H.20 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan to include the Statement of Work, period of performance, and any other information that may be required for the performance of the task.
- (c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan, which shall include, but not be limited to, technical approach to completing the work, proposed cost and fee estimate (See Contract Clause entitled B.9 "Schedule of Rates for Pricing Task Orders"), and any other information pertinent to the completion of the task order.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order
 - (2) Contract number and order number
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task
 - (4) Performance standards, and where appropriate, quality assurance standards
 - (5) Cost-Plus-Fixed Fee
 - (6) Any other resources (e.g. travel, materials, equipment, facilities) authorized
 - (7) Delivery/performance schedule including start and end dates
 - (8) Accounting and appropriation data
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

H.21 TASK ORDER MANAGEMENT

The contractor shall establish, implement, and maintain a management control system required for planning, organizing, and controlling task order activities, which includes the requirements set forth in NFS 1852.242-73 entitled "NASA Contractor Financial Management Reporting". The contractor shall provide timely and up-to-date information to the Government to assist in the surveillance of task orders

[END OF SECTION]

PART II - SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- o <http://www.arnet.gov/far/>
- o <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I.2 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.208-9	JUL 2004	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN

		PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - - MODIFICATIONS
*52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert "30 th " in Paragraph (a)(3). *Applies to reimbursable CLINs X002, X003, & X004
*52.216-8	MAR 1997	FIXED FEE *Applies to reimbursable CLIN X002
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT See Section H full-text clause entitled "Option to Extend the Term of the Contract"
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING Insert "NASA" in paragraphs (C) (D) (E) (F)
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$0" in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11) (MAY 2002)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS As modified by 1852.227-17 NASA FAR Supplement (OCT 1995)
52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS

52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
*52.232-22	APR 1984	LIMITATION OF FUNDS *Applies to reimbursable CLINs X002, X003, & X004
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT *Applies to reimbursable CLINs X002, X003, & X004
*52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert : "No later than 15 days prior to the submission of the first request for payment" in Paragraph (b)(1)).
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
*52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS *Applies to reimbursable CLINs X002, X003, & X004
*52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS *Applies to reimbursable CLINs X002, X003, & X004
*52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS *Applies to reimbursable CLINs X002, X003, & X004
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED PRICE (ALTERNATE I) (APR 1984)
*52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE I) (APR 1984) *Applies to reimbursable CLIN X002
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
*52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS) *Applies to reimbursable CLINs X002, X003, & X004
52.246-25	FEB 1997	LIMITATION OF LIABILITY—SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
*52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) *Applies to reimbursable CLINs X002, X003, & X004
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.243-71	MAR 1997	SHARED SAVINGS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS *Applies to reimbursable CLINs X002, X003, & X004

(End Of Clause)

I.3 CLAUSES IN FULL TEXT

LISTING OF CLAUSES INCORPORATED IN FULL TEXT

*52.216-18	OCT 1995	ORDERING *Applies to reimbursable CLIN X002
*52.216-19	OCT 1995	ORDER LIMITATIONS *Applies to reimbursable CLIN X002
*52.216-22	OCT 1995	INDEFINITE QUANTITY *Applies to reimbursable CLIN X002
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
1852.215-84	JUN 2000	OMBUDSMAN(ALTERNATE I)

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract completion.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$10,000,000;
- (2) Any order for a combination of items in excess of \$10,000,000; or
- (3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the orders were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months from the end of the contract period of performance.

I.7 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Christine Darden, direct inquires to Panice H. Clark, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2522; facsimile (757) 864-8541; email Panice.H.Clark@nasa.gov .

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

[END OF SECTION]

PART III – SECTION J
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBITS

Exhibit A Contract Data Requirements List

EXHIBIT A - CONTRACT DATA REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

There are significant reporting requirements in each Element of the SOW that are not repeated in this exhibit. The Contractor is responsible for ensuring that all reporting requirements of the SOW are met in a timely and efficient manner. The reporting requirements detailed below are required in addition to those specified in the SOW.

A. Semi-Annual Progress Reports (Fixed Price Effort) -- The Contractor shall submit a semi-annual report of all work accomplished during each six-month period of contract performance. These reports shall include:

1. A narrative summary of all activities accomplished and describe progress to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas
2. Program Enhancement/Improvement Support suggestions and recommendations in accordance with SOW 3.7.
2. A statement of current and potential problem areas and proposed corrective action
3. A discussion of work to be performed during the next report period

The semi-annual progress report shall be submitted within 15 calendar days after the end of each reporting period.

B. Quarterly Task Order Progress Reports (Applies to Task Orders CLIN X002) -- The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of task performance. The Government may require more frequent reports (e.g. monthly) as delineated in individual task orders. These reports shall include:

1. A narrative summary of all activities accomplished and describe progress to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas
2. A statement of current and potential problem areas and proposed corrective action
3. A discussion of budget status
3. A discussion of work to be performed during the next report period

The quarterly progress report shall be submitted within 15 calendar days after the end of each calendar monthly report period. A quarterly report shall not be required for the period in which the final report is due.

C. Final Reports -- Each task order may require the Contractor to submit a final report that documents and summarizes the results of the order.

D. Initial Baseline Financial Management Report (Applies to CLINs X002, X003, & X004 only) -- The Contractor shall prepare a separate time-phased baseline financial management report detailing by month how it plans to incur costs for the first 12-month interval of the total 5-year contract period, utilizing the NASA Form 533Q format. The report shall be prepared and submitted in accordance with instructions set forth on the reverse side of the 533Q form and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting." The initial 533Q shall be submitted within 30 working days after the effective date of contract.

Financial baseline reports for each of the remaining 12-month intervals shall be submitted within 10 working days of the anniversary of the effective date of this contract. The total estimated cost and direct

labor hours reflected in the baseline report must equal the contract values for the total contract period. The report shall be updated, as required, during the contract performance by submission of revised pages for approval of the Contracting Officer. The financial baseline report shall be revised each time a contract modification is executed which increases or decreases the contract-estimated cost, for a reason other than an overrun. The report shall not be revised to include overrun costs.

If categories are unusual or period of delivery differs, obtain concurrence of Deputy CFO and cognizant Program Manager. (See NPD 9501.1G "NASA Contractor Financial Management Reporting System".)

E. Monthly Financial Management Report (Applies to CLINs X002, X003, and X004 only) --

a. The Contractor shall submit a separate monthly financial management report (CLINs X002, X003, X004) as provided by the NFS 1852.242-73 clause entitled "NASA Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.

b. For this task order contract, a 533M shall be provided for the levels indicated below:

1. Each Authorized Task
2. Contract Total. (Column 9b shall reflect total estimated cost of \$# plus fixed fee of \$#.)
3. Due not later than the 10th working day following the close of the Contractor's accounting period being reported.
4. (Do not change the percentages shown below without concurrence of Deputy CFO-Reference FMM 9061-5A).

Each NF533M shall include a narrative explanation for variances exceeding +5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.)

c. The minimum reporting categories specified in b. above shall be included in column 6 of this report.

In addition, cost details associated with the following elements shall be included in each of the above, if applicable.

- a. Direct Labor Hours
- b. Direct Labor Dollars
- c. Overhead
- d. G&A
- e. Subcontracts
- f. Material
- g. Travel
- h. Other ODCs
- i. Total Estimated Cost
- j. Fee
- k. Total Estimated Cost and Fee

F. Property in the Custody of Contractors (NASA FORM 1018)

The Contractor shall submit the NASA Form 1018 no later than October 31 of each year in accordance with the contract clause entitled "Financial Reporting of NASA Property in the Custody of Contractors".

G. Federal Contractor Veterans Employment Report -- In compliance with Clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

H. Information Technology Security Implementation Plan -- The Contractor shall submit the Security Implementation Plan required by contract clause entitled "SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES" no later than 30 calendar days after award for Government approval. Approval is required by the NASA LaRC Center Chief Information Officer (CIO), and the Center Information Technology (IT) Security Manager.

I. Electronic Task Ordering System Spreadsheet -- The contractor shall provide an electronic task order spreadsheet in accordance with contract clause entitled "Task Order Management".

J. Evidence of Insurance -- Prior to performing under this contract, the Contractor shall submit to the Contracting Officer evidence of the insurance coverage required by the Section I NASA Clause 1852.228-75 entitled "Minimum Insurance Coverage" (such as a Certificate of Insurance or other confirmation). If the Government extends the term of the contract, the Contractor shall present such evidence to the Contracting Officer prior to performing under the extension.

K. Notice of Violation Response -- The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to it or its subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration
Langley Research Center
Attn: *[Contractor Insert Name and Mail Stop]*
Contract *[Contractor Insert Contract Number]*
Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

- A--Contract Specialist/Contracting Officer, Attn: *[Contractor Insert Name/Mail Stop]*
- B--Contracting Officer's Technical Representative (COTR), Attn: *[Contractor Insert Name/Mail Stop]*
- C--Task Monitor (TM), Attn: *[As designated on Task Order]*
- D--Cost Accounting, NF533@larc.nasa.gov *[Contractor Insert Name and Mail Stop]*
- E--Industrial Property Office, Mail Stop 377
- F--According to instructions on form
- G--Industry Assistance Representative, Mail Stop 144

H—Center Information Technology Security Manager (CITSM),
Mail Stop 124

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

DOCUMENT	LETTER COST AND DISTRIBUTION
Semi-Annual Progress Report	A-1,B-1,C-1
Quarterly Task Order Progress Report	A-1,B-1,C-1
Final Report (Applicable to Task Orders)	A-1,B-1,C-1
Financial Management Reports	A-1,B-1,C-1, D-1
Report of Property in the Custody of Contractors (NASA Form 1018)	E-1
Federal Contractor Veterans Employment Report (VETS-100)	F-1
IT Security Implementation Plan	A-1,B-1,H-1
Evidence of Insurance	A-1
Electronic Task Order Management	A-1,B-1

D. When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

**PART I – SECTION C
STATEMENT OF WORK (SOW)**

**NASA ACADEMY OF PROGRAM, PROJECT, ENGINEERING LEADERSHIP (APPEL)
CAREER DEVELOPMENT AND KNOWLEDGE SHARING SUPPORT SERVICES**

1.0 INTRODUCTION AND BACKGROUND

The Academy of Program and Project Leadership (APPL) began in 1987 as the Program and Project Management Initiative (PPMI) in order to promote educational and training resources. PPMI focused on a series of courses to provide a baseline of knowledge for NASA Project Managers who staffed the long-duration programs and projects characteristic of NASA prior to 1992. As NASA evolved, the process of project management required a greater level of formal knowledge for mission success. PPMI now had to provide more than a baseline of knowledge and needed to support the wide variety of Program and Project Management (PPM) competencies. Due to the increased scope of the program, the PPMI was renamed the Academy of Program and Project Management Leadership (APPL) in 1997. In parallel with APPL, the agency conducted training and development activities for engineering practitioners. This was accomplished through the NASA Engineering Training (NET) Program. The NET role was to provide engineering training and tools to assist and enable employees to perform their responsibilities. In 2005, APPL and NET were combined and renamed the NASA Integrated Learning and Development Program (ILDP) then renamed to The Academy of Program, Project, and Engineering Leadership (APPEL) to more closely resemble the previous APPL Program.

APPEL is a research-based organization that serves the NASA's Technical Workforce. This workforce is comprised of PPM, Systems Engineering and Discipline-Engineering practitioner communities. The program provides products and services that manage risk, maximize human capital utilization, foster cost containment, schedule adherence, develop high-performance teams, and promote mission success. APPEL supports individual practitioners, technicians, engineers, project teams, and NASA projects and programs at every phase of development and level of complexity. The program continuously evolves to ensure that the program's activities and offerings reflect the best practices of NASA, industry, academia, and government.

APPEL enables career development through focused, application-based learning and career development services including formal education, performance enhancement, online tools development, and knowledge sharing. The objective is to develop recognized world-class Technical Workforce practitioners in advance of agency need. APPEL specializes in addressing identified learning and performance needs of practitioners, leveraging relations with the "best of the best" practitioners, and creating measurable efficiency thereby contributing significantly to the work force's effectiveness towards achieving mission success. Additional information can be found at the following websites:

APPL Web Site: <http://appl.nasa.gov/about/overview/index.html>

Knowledge Sharing Web Link: <http://appl.nasa.gov/businessunits/knowledge/overview/index.html>

Career Development Web Link: <http://appl.nasa.gov/businessunits/career/overview/index.html>

ASK Magazine Web Link: <http://appl.nasa.gov/ask/about/overview/index.html>

NET Web Link: <http://net.larc.nasa.gov/main.php>

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2.0 SCOPE OF WORK

APPEL currently has four business units that support the overall program. These are (1) Performance Enhancement, (2) Knowledge Sharing, (3) Career Development, and (4) Research and Development. Management and Operations (M&O) activities are included in each business line. The scope of this contract includes support of the Knowledge Sharing (KS) and Career Development (CD) business units for the PPM community. In addition, the scope of this contract includes the NASA Technical Workforce, which is defined as the community of Program/Project Managers, Systems Engineers and Discipline Engineers. In response to the Agency's merger of APPL and NET, this contract will support the definition, execution, and evolution of knowledge sharing and world-class learning and career development services for the Technical Workforce. Included in this is the publication of the Academy Sharing Knowledge (ASK) magazine including the expanded target audience for the NASA Technical Workforce and support of the M&O activities across the full scope of this SOW. The scope of this contract will continually evolve in response to revisions made to agency priorities.

3.0 DESCRIPTION OF SERVICES TO BE PERFORMED

3.1 Program Operations Support - The contractor shall provide all personnel, equipment, materials, supervision, and other items and services required to perform the operations and management of the services defined herein under the fixed-price portion of the contract, including the program operations support for the reimbursable line items of the contract. The Government will also have the ability to order work within the general scope but not covered under the firm fixed price portion of the contract. Work will be ordered through the issuance of Task Orders in accordance with the contract terms (See CLIN X002 and SOW Paragraph 4.0) and issued on a Cost-Plus-Fixed Fee (CPFF) Basis. The contractor shall perform the following requirements:

3.1.1 Review, create, evaluate, implement, publish and disseminate those APPEL Technical Workforce CD and KS processes and activities that align with the NASA Mission and that are consistent with standards, policies and guidance for the design/development of curriculum and course objectives for program/project management, project scientist, engineering and program control communities.

3.1.3 Conduct curriculum/career development meetings (anticipated to be an average of 3 per year) with content experts, measurement personnel, web-services personnel, logistic personnel, APPEL management and representatives, instructors, professional organization representatives for accreditation/continuing educational credits, universities, and other APPEL team members engaged in APPEL Technical Workforce CD activities. The purposes of the meetings are to review, validate, and define where necessary, the full set of integrated elements (competencies, proficiencies, learning objectives, job experiences, and qualifications/certification criteria) comprising the Program/Project Management Development Process (PMDP) and Engineering Development Process (EDP) process.

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As a minimum, these meetings will result in agency stakeholder certification as to the accuracy and timeliness of APPEL learning and development services as they relate to NASA policy, standards, procedures and overall vision.

3.1.4 Host annual stakeholder meetings to review emerging knowledge sharing practices, both cross-cutting and discipline-specific, and to provide outreach to share APPEL's best practices. The meeting shall include collaboration with NASA stakeholders, project teams, NASA Centers, Mission Offices, Office of the Chief Engineer (OCE), other Federal agencies, universities, professional/research organizations, contractors, non-contractor partners and other interested parties.

3.1.5 Participate in and develop presentations on APPEL Technical Workforce CD and KS activities for relevant conferences/forums for professional or research organizations, as well as APPEL domestic and international partners. Historically the contractor has participated in four events per year, and that is the anticipated level of support required for this contract. However, the number of events may fluctuate on an annual basis with an average of 4 per year over the potential 5-year period of performance.

3.1.6 Integrate Technical Workforce CD and KS processes, practices, products and services within APPEL and with other NASA and non-NASA educational offerings and CD models (e.g., courses, web-based tools, conferences) and experimental opportunities (e.g., job details, job rotations, fellowships) within the integrated Program/Project Management Development and Engineering Development processes. Collect and provide the required assessments/evaluations/metrics on such activities.

3.1.7 IT Distance Learning Support - Explore, identify and implement information technology resources for both KS and CD activities to enhance the delivery and management of APPEL services to the Technical Workforce community.

3.1.8 Execute, in coordination with the government, the definition, collection, publication and assessment of cross-cutting and discipline-specific metrics intended to ensure relevance and efficient utilization of public funds.

3.1.9 Execute, in coordination with the government, a Continuous Risk Management process intended to identify, document, track and mitigate risks associated with the execution of the APPEL charter.

3.1.10 Present monthly status reports to APPEL management in a format agreed to by the government.

3.1.11 Participate in APPEL-chaired reviews instituted to examine strategic aspects of program definition and execution. It is the intention of the government to convene approximately one review per year. However, the number of events may vary. For planning purposes the contractor should plan on two reviews during the first year of performance with an average of 1 per year over the potential 5-year period of performance.

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3.1.12 Align the APPEL program with academia and industry to ensure that NASA employees continue to receive the best training available. The contractor shall receive written direction from the APPEL Director and/or COTR on a weekly/monthly basis in the performance of these duties. These duties shall include, but are not limited to, (1) providing consulting services to the APPEL Director concerning the direction of the APPEL curriculum and providing comparisons to outside training programs in academia and other organizations, (2) working closely with universities throughout the United States to develop compatibility and alignment between the APPEL program and courses taught in academia, (3) working with selected universities to develop academic credits for APPEL coursework and the incorporation of APPEL coursework into accredited university degree programs, (4) acting as the APPEL outreach executive to academia and other training organizations, which shall include developing an expert exchange program between NASA and these other organizations, (5) developing and administering a student challenge symposium and conference conducted annually to compete in providing project management and systems engineering development solutions that are briefed to senior NASA Executives; (6) hosting forums as required whereby NASA can engage the university leadership community to collaborate in meeting our complementary missions in supporting the next generation of engineers and scientists to enable the Vision of Space Exploration, (7) facilitating workshops, training and developmental opportunities, as required, which provide an environment to openly pursue innovative concepts for selected participants, (8) providing Graduate research student internships to facilitate direct student participation in PM/Senior Executive research, (9) providing technical support to the APPEL Business Management and Operations team for the development of key documents in support of University Programs as required, (10) participating in bi-weekly APPEL Senior Management Council (SMC) meetings, (11) providing technical support in the development and delivery of PowerPoint presentations to NASA Centers, APPEL Management, industry and academic partners as required by the APPEL COTR and/or APPEL Director, (12) providing Monthly Status Reports (MSRs) reflecting accomplishments, planned activities, travel requests, and request for assistances, which shall be submitted on the last Friday of the month to the APPEL COTR, (13) developing Project Plans per initiative for review and approval by APPEL Management as required in accordance with the approved schedule.

3.2 Integrated and Community-Specific Development Process Services – It is the government's intention to have a CD model that fully integrates the needs of the Technical Workforce. However, each community that comprises the Technical Workforce shall be independently and regularly engaged in order to ensure the most complete definition of community requirements. Only once this community-based information has been collected and vetted shall the data be integrated into the APPEL consolidated CD framework. In all cases, the contractor will be able to accurately reverse engineer the consolidated CD framework into those elements that directly support a specific community within the Technical Workforce.

Therefore, the contractor shall engage the Technical Workforce communities, NASA stakeholders, contractor partners, university and professional and research organization partners, and non-NASA partners to maintain and extend each community's CD process and its online version. The contractor shall perform the following requirements:

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3.2.1 Develop, maintain and deliver to APPEL for configuration baseline, in a form acceptable to the government, integrated and community-specific Competency Matrixes, describing core competencies, proficiencies and objectives integral to successfully performing within a NASA program, project, or discipline activity;

3.2.2 Maintain and document the APPEL unified CD model, in a form acceptable to the government, in which career development roadmaps for each community within the Technical Workforce are detailed in terms to include as a minimum: courses, job levels, knowledge sharing activities, and experiences. This shall include identification of competency levels, as well as success and exit criteria and that sequences learning activities and developmental opportunities to acquire and grow core competencies as well as support incremental levels of certification of completion against criteria defined both internally and externally to NASA;

3.2.3 Maintain an interactive, ongoing academic curriculum of Technical Workforce courses and learning activities, including, but not limited to, professional recommendation by the American Council on Education (ACE) and those with Project Management Institute (PMI) and The International Council on Systems Engineering INCOSE government provider status. The curriculum shall be available to the Government in electronic form and made available to the Technical Workforce in catalog form.

3.2.5 Develop and maintain a listing, know as a Resource Network, of NASA personnel who have depth and/or breadth in specific processes and competencies and knowledge domains to serve as competency Process Advisors (PA's) and Subject Matter Experts (SME's). This listing shall be submitted to the government within 1 business day of the request.

3.2.6 Assist PA's and SME's to define, review, revise and validate at least 34 percent of the competencies associated with APPEL CD model per year. Implement a government-approved process to recognize the contributions of NASAPA's and SME's.

3.2.7 Provide Agency-wide CD services for NASA Centers as follows:

3.2.7.1 Maintain and extend e-PMDP to address all communities within the APPEL CD model, an online application, to enable the Technical Workforce to access CD information, view development activities and create and manage individual development plans (IDP's) online, integrated with the overall NASA Human Capital Plan approach.

3.2.7.2 Work with NASA/APPEL PMDP Demonstration Centers --e.g. Marshall Space Flight Center (MSFC)--as well as non-NASA Demonstration Centers to develop Agency-wide implementation approaches for voluntary/and or mandatory certification. Demonstration Centers are those Centers that have piloted an agency-wide process or product. The result of this effort will be an APPEL CD model fully aligned to internal- and external-agency certification authorities such as the US Office of Management and Budget.

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It is the intention of the government that certifications be awarded to a member of the Technical Workforce as soon as the criteria have been met. The contractor shall provide opportunities to petition for certification and/or professional recognition as soon as the criteria has been, or could be, satisfied.

3.2.7.3 Assist CD Center Points of Contact to plan and implement APPEL programs and processes.

3.2.7.4 Develop Customized CD Guides building on the recently completed state-of-the-art examples such as the MSFC PMDP Guide 4.0 and APPL PMDP Guide 6.0

3.3 Career Development Services - The contractor shall provide specific, clearly-defined CD courses and services linked to the core competencies and used to develop individual and team capabilities and to assist teams, other NASA Centers, and others (e.g., other Government partners, commercial partners, university, and international partners). Types of services include, but are not limited to: development of learning documents, courses, and targeted instructional material; assessments of capabilities; simulations; case studies; process maps; classes, workshops, forums, computer-based training (CBT), and computer-mediated instruction; consulting; and mentoring. Partner with universities to access university experts to explore different learning models/methods to build Technical Workforce expertise.

3.3.1 Design and implement within the agency's Technical Workforce communities a standard process/methodology once a year, and in a time frame consistent with the government budget process, to assess learning needs to design and deliver both mandatory and non-mandatory services or modules which continually evolve during the life of the contract. :

Mandatory Services:

- Introduction to NASA – Vision, Mission and Systems I & II
- Communications & Leadership I & II
- Risk Management I & II
- Foundations in Engineering, Systems Engineering & Project Management
- Intermediate Systems Engineering
- Intermediate Project Management
- APPEL CD Model Level-3 content
- APPEL CD Model Level-4 content
- Assessment of the Technical Workforce

Non-mandatory Services:

- Solar Web Courses
- University Courses
- Department of Defense/Department of Energy Courses

3.3.2 Annually assess CD products and services, learning needs, and a service delivery schedule to ensure alignment with individual and team learning needs/competencies within the Technical Workforce.

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3.3.3 Deliver mandatory courses/learning activities, based on needs assessments to be conducted annually for the Centers and Agency stakeholders, semiannual updates and program/project team requirements. This includes but is not limited to scheduling sessions, securing facilities, identifying instructors, preparing materials, residing with participants thereby ensuring a continually safe environment, and coordinating responses to emergency situations, facilitating and evaluating the sessions.

3.3.4 Develop an integrated course/service delivery plan to ensure that service delivery frequency meets NASA's needs. In the plan describe existing or planned CD learning activities, tools, assessments/evaluations/metrics, and other resources to increase Technical Workforce proficiency and describe collaborative relationships for program planning and service delivery with Office of Personnel Management (OPM), Defense Acquisition University (DAU), Learning Management System (LMS), SOLAR, and other learning program and tools providers. Ensure that PPM learning activities and tools meet PMI certification and ACE accreditation requirements. The contractor shall ensure that Systems Engineering learning activities and tools meet INCOSE and ACE accreditation requirements and that Discipline-specific and Safety and Mission Assurance learning activities meet domain-specific accreditation requirements.

3.3.5 Establish program design standards and use a consistent approach to Technical Workforce learning activity designs across topics and media (e.g., courses, learning tools, assessments/evaluations/metrics, and learning plans) and publish standards with consistent documentation and measurement approaches for each delivery medium.

3.3.6 Coordinate instructors for NASA Headquarters-sponsored APPEL courses and events. This includes, but is not limited to, (1) identifying and selecting instructors; (2) working with NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers), universities, professional and research organizations, other contractors, and non-contractor partners; (3) providing instructor orientation and materials; (4) evaluating instructors and courses and events; and (5) tracking program results/impact.

3.4 Knowledge Sharing Services – The contractor shall engage domestic and international NASA stakeholders, contractor partners, university, professional and research organization partners, and any other non-NASA partner to explore and support NASA implementation of emerging approaches, techniques and models to share knowledge (e.g. best practices, lessons learned, communities of practitioners with shared interests and experience) within the agency. This includes, but is not limited to, the following:

3.4.1 Identify and implement innovative ways to share knowledge to build expertise across the Technical Workforce;

3.4.2 Develop strategies and services for Headquarter-, Center- and Project-based KS activities;

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3.4.3 Assist other NASA Centers to conduct Knowledge Sharing Workshops to enable participants across the Technical Workforce to share best practices and lessons learned. This includes but is not limited to, assistance in designing, conducting and evaluating the programs, pre-registering participants and preparing program materials.

3.4.4 Assist in the "Leaders as Teachers & Mentors" (LT&M) program to identify potential project managers, program instructors, project team coaches or mentors, across NASA's Technical Workforce, who are willing to share knowledge, experience and development strategies (i.e., a Center Community of Practice [CoP]) for the CD Model for collaborative work with the Technical Workforce. The contractor shall identify and manage a database used to match volunteers with expertise. More information regarding this program can be found at:
http://appl.nasa.gov/businessunits/knowledge/programs/KS_LeadTeach.html

3.4.5 Co-sponsor the Project Management Challenge and other Center-based KS efforts. This includes the coordination and development of the APPEL informational display and any material pertaining to the display. More information regarding this program can be found at:
<http://pmchallenge.gsfc.nasa.gov/>

3.4.6 Broaden the scope, applicability, and functionality of KS products and services across the Technical Workforce communities to meet the demands of the ever-changing environment and NASA programs, policies and procedures in the most efficient and effective way.

3.5 Develop Learning and Knowledge Sharing Activities - The contractor shall engage NASA stakeholders (NASA administrative and functional managers and other civil servants in project teams, NASA mission offices, Headquarters and Centers) to provide challenging and beneficial learning and knowledge sharing activities for the development of NASA's next generation of the Technical Workforce. The contractor shall:

3.5.1 Develop and adapt broadly accepted program/project management, systems engineering and scientific practices for NASA and other federal government organizations including the program/project community, engineering communities, Mission Offices, and Centers.

3.5.2 Integrate perspectives and activities to include but not be limited to courses, web-based tools, best practices, lessons learned, and data bases of multiple domestic and international organizational stakeholders, professional and research organizations, universities, and other NASA contract and non-contract partners.

3.5.3 Collaborate with NASA subject matter experts, professional organizations (e.g. Project Management Institute), other Government agencies (e.g. Defense Acquisition University), academia, and industry to design, develop, implement, evaluate and measure the impact of innovative ways for the Technical Workforce to learn, build individual and team expertise and capability, and share knowledge, best practices, lessons learned and emerging/developing processes.

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3.5.4 Design, develop, write, edit, publish and distribute instructional and other learning and knowledge sharing materials and documents for the Technical Workforce community.

3.5.5 Link NASA Centers with similar learning and development and knowledge sharing issues together for facilitated work sessions and service development.

3.5.6 Increase the diffusion of new ideas, lessons learned and best practices throughout the agency and government via APPEL CD and KS efforts.

3.5.7 Participate in and initiate research activities related to learning and knowledge sharing within the program/ project community in teams and NASA Centers and with other partners.

3.6 Academy Sharing Knowledge (ASK) Magazine Support - The contractor shall be responsible for the publication of the ASK Magazine to support performance enhancement services and tools, supporting career development programs, sponsoring knowledge sharing events and publications, and creating opportunities for Technical Workforce collaboration with universities, professional associations, industry partners and other government agencies. The contractor shall:

3.6.1 Edit and publish 3-8 issues of ASK Magazine annually; produce 5,000 to 7,000 copies per issue and submit a ready-to-publish online version to the government for porting to a website defined by the government.

3.6.2 Annually conduct an average of 2 sessions per year of the Masters Forum of Project Managers for 40-50 participants each to capture and share program and project management best practices and lessons learned. Leverage the Masters Forum model to include comparable offerings for the rest of the Technical Workforce, as well as design and implement forums focusing on cross-cutting issues key to the agency. The contractor shall conduct 2 forums each for Program/Project Management, Systems Engineering, Safety and Mission Assurance, and cross-cutting topics for an annual average of 8 offerings. This includes, but is not limited to, program planning, coordination, management, direction, location, speakers, facilities, resources materials, pre-registration and feedback/evaluation. More information regarding this program can be found at:
<http://appl.nasa.gov/businessunits/knowledge/programs/>

3.8 Travel - Travel will be cost reimbursable, with no fee, in accordance with CLIN X003, and subject to the Federal Travel Regulation. The contractor shall be required to travel to support meetings, conferences, workshops, classes, and other activities in support of this contract. Contractor required and requested travel shall be submitted in writing to the government and approved by the COTR prior to incurring any costs. The frequency and format of the contractor travel requests will be determined by the COTR.

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4.0 TASK ORDER SUPPORT FOR WORK “OVER AND ABOVE” THE FIXED-PRICE PORTION OF THE CONTRACT (CLIN X002)

4.1 NASA's APPEL and other similar programs managed by the agency are continually evolving as the needs of the agency change. The government anticipates that during the life of the contract additional requirements, which are within the general scope of this contract but not specifically identified under the fixed price portion of the contract, will be required in support of NASA's mission. To accomplish the additional requirements, the Government may issue task orders in support of NASA Headquarters, NASA Centers and other Government agencies. Although the exact details of the work are not known at this time, potential areas of interest include, but are not limited to:

4.1.1 Support of the Agency's new vision and current mission goals;

4.1.2 Latest developments in the industry, the Agency, and the Nation related to the work covered by this contract;

4.1.3 Changes in the engineering workforce;

4.1.4 New strategies and tools for career development, as well as forums for sharing news, lessons, and practices;

4.1.5 New certification requirements, including assessment and performance requirements;

4.1.6 Collaborative efforts with other Agencies, academia, and industry;

4.1.7 Other similar program changes that are necessary for the agency to meet its Technical Workforce, Learning, and Training requirements.

4.1.8 Design and development of Core Courses, In-Depth Courses, and applicable learning modules to either Core and/or In-Depth Courses.

4.2 Program Enhancement/Improvement Support - The contractor shall provide suggestions and recommendations to support and enhance APPEL's present and future service delivery and results metrics using various methods including online surveys, pre-course demographic surveys, pre/post assessments, supervisor assessments, and non-NASA and professional organization recognition. In addition, the contractor shall measure:

4.2.1 The type, amount and nature of services provided to various populations (individuals, teams, Centers, Mission Offices);

4.2.2 The cost of providing each service to the designated population(s);

4.2.3 The results and impact of service delivery, including feedback and shifts in knowledge, concepts, behavior and performance of individuals and teams;

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4.2.4 Improvements in individual and project team capabilities (linked to competency attainment and increases in proficiency);

4.2.5 Individual and project team access to information on competencies, desired proficiency levels and options for development;

4.2.6 The type, amount and nature of development options and resources available to individuals and project teams (Agency-wide, at NASA Centers, and provided by APPEL);

4.2.7 The costs and benefits associated with recommended and alternative approaches to meeting the objectives of APPEL. This shall include analyzing the benefits of this program in relation to the resources expended in meeting the program objectives.

4.3 This work will be considered "Over and Above Work" and services not covered by CLIN X001. The Contracting Officer will issue task orders in accordance with Special Contract Requirements clauses H.19 and H.20 of this contract. Only the Contracting Officer may issue task orders.

5.0 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

Unless specifically identified to be provided by the Government, the contractor shall furnish all property, equipment, supplies, and materials in support of the contract. The contractor shall have access to the training facilities at Wallops Island and other locations as specified under individual task orders.

6.0 INFORMATION TECHNOLOGY

All computer systems developed under this procurement shall be compatible with NASA platforms, policies and standards (See NPR 2800.1 – Managing Information Technology). Any and all applications, tools, and technologies that are developed under the execution of this contract will become the property of the United States Government.

6.1 Web-based Information Management Systems: Web-based information management systems that support on-line learning, registration, tracking, evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to web material) web-based data entry and report-reading support for evaluation and assessment of individuals, teams, and the Agency's Technical Workforce capabilities. Web-based information management systems that support studies are similar, but do not have to be secure.

6.2 Databases: Databases to be maintained include the APPEL Database and other databases that are implemented over the life of this contract. ILDP quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for APPEL documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

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6.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication; distribution and posting on the web of documents that are meant to serve as a reference to both the learning community and the science community.

6.4 Website Development and Maintenance: APPEL Website support includes developing and maintaining the APPEL content, links, web-based libraries, presentations from conferences, and other related requirements as needed to perform the work required by this contract.